

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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JOSEPH GAROFALO,

PLAINTIFF,

**RULE 68**  
**OFFER OF JUDGMENT**

- against -

22-CV-7620 (NRM)(VMS)

NEW YORK CITY, New York, and KEECHANT  
SEWELL, in her official capacity,

DEFENDANTS.  
-----X

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants offer plaintiff Joseph Garofalo to enter a judgment on the terms specified herein.

This Rule 68 Offer of Judgment may only be accepted if plaintiff accepts the Rule 68 Offer of Judgment in full satisfaction of all federal and state law claims or rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendant, the City of New York, or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment shall be entered against the City of New York in the amount of **Ten Thousand and One (\$10,001.00) Dollars**, exclusive of attorneys' fees, expenses, and costs to the date of this offer in full satisfaction of all federal and state law claims or rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendant, or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including **March 14, 2025**.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants, the City of New York, or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiff has suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; the City of New York, its successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff's rights to any claim for interest on the amount of the judgment.

Plaintiff agrees that payment of **Ten Thousand and One (\$10,001.00) Dollars** within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment.

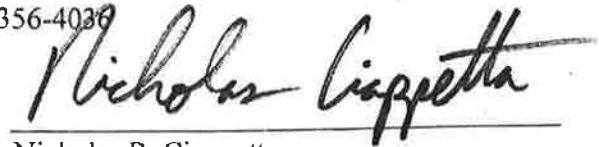
Plaintiff further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York  
February 28, 2025

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City of New York  
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By



Nicholas R. Ciappetta  
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**By Email and Overnight Mail**

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